

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GLOBAL INDUSTRIES HOLDINGS, LTD.,

Plaintiffs,

v.

EDGAR MORA and EC CELLARS, LLC,

Defendants.

Docket No.

**AFFIDAVIT OF CHUNWA NGUY IN
SUPPORT OF PLAINTIFF'S
COMPLAINT AND REQUEST FOR A
PREJUDGMENT ATTACHMENT**

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STATE OF WASHINGTON)
COUNTY OF KING) ss:
io)

New York

CHUNWA NGUY, being duly sworn, deposes and says:

1. I am a citizen of Hong Kong SAR.
2. I am the beneficiary owner of Plaintiff Global Industries Holdings Ltd., a Bahamas-incorporated company with a principal place of business at 23F-1, No. 213, Chaofu Road, Xitun Di, Taichung, 407, Taiwan, ROC.
3. Between April and June 2019, I purchased, through my company Global Industries, several cases of wine from Defendant EC Cellars, LLC.
4. For each of these transactions, Defendant Edgar Mora, the principal of EC Cellars, was my primary point of contact. I was in regular communication with Mr. Mora throughout the purchasing process.
5. My most recent purchase from EC Cellars was for 33 cases of Screaming Eagle and Domaine de la Romanee-Conti brand wines, collectively valued at \$375,939.00.

6. I initially requested that the wine be delivered to Seabrook Export Services, located at 8 River Road in London, United Kingdom, where EC Cellars had successfully shipped a previous order of wine purchased by Global Industries.

7. At Mr. Mora's insistence, the wine was instead stored at EC Cellars' New York office space and warehouse, located at 2001 Palmer Ave LL3, Larchmont, New York 10538.

8. In July 2021, EC Cellars confirmed via letter that the wine was still being stored at the Larchmont warehouse.

9. On October 30, 2022, I met Mr. Mora and instructed him to ship the wine from the Larchmont warehouse to Seabrook's London warehouse.

10. To date, Mr. Mora has neither executed my instruction to ship the wine to Seabrook nor confirmed the current location of the undelivered wine, despite my numerous attempts to contact him by cell phone and email, as well as a May 23, 2023 letter from my attorney further instructing him to do so.

11. Mr. Mora has ceased communication with me and evades all attempts at reestablishing communication.

12. Using the same public sources that Mr. Mora used to calculate the purchase prices of the wine in April 2019, as well as the increased value of certain cases in the second batch, the undelivered wine is currently worth approximately \$750,000.00.

13. This valuation includes the increased value of (1) three bottles of Screaming Eagle among the undelivered wine that have been signed by the famous Screaming Eagle founder, winemaker and entrepreneur Heidi Barrett, and (2) the cases of Domaine de la Romanee-Conti wine, all of which were sold in distinct collections of six bottles, which are worth more as a complete collection than as individual bottles.

14. I have also become aware that, according to public court records, Mr. Mora likely has an outstanding judgement against him from the New York State Supreme Court in the amount of nearly \$1,000,000.

15. I am submitting this affidavit in support of Global Industries' request for a prejudgment attachment in the amount of \$750,000, or the approximate value of the undelivered wine, to ensure that Mr. Mora relinquish control of my property or, in the alternative, compensate Global Industries in the amount of the undelivered wine, to be proven at trial by an expert witness, plus costs and fees as allowed under the law.

Chunwa Nguy

CHUNWA NGUY

Sworn to before me
io August
this 9th day of 2023.

Ikenna Okpala

NOTARY PUBLIC

Notarized online using audio-video communication

Ikenna Okpala
Online Notary Public
State of New York

Commission #: 01OK0009338
Commission Expires: 06/08/2027